

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE

* * * * *

In re:	*	
	*	Chapter 7
THE MORTGAGE SPECIALISTS, INC.	*	
	*	Case No. 19-10889-MAF
Debtor,	*	
	*	

* * * * *

SETTLEMENT AGREEMENT

The Trustee, Michael S. Askenaizer (the “Trustee”), Michael Gill, Jr. (“Gill, Jr.”) and Nextgen Mortgage, Inc. (“Nextgen”) (collectively, Gill, Jr. and Nextgen are the “Defendants” and with the Trustee, the “Parties”), by and through their respective counsel, hereby enter into this Settlement Agreement on this 30th day of August, 2021.

I. RECITALS

1.01 On June 27, 2019 (the “Petition Date”), Dick Anagnost, H. Andrew Crews, and William Greiner (collectively, the “Petitioning Creditors”) filed an involuntary petition under Chapter 7 of the Bankruptcy Code, 11 U.S.C. §§ 101 et. seq. (the “Code”) against The Mortgage Specialists, Inc. (the “Debtor”).

1.02 The Petitioning Creditors each have final judgments against the Debtor that total, in the aggregate, more than \$274 million dollars.

1.03 In addition to the Petitioning Creditors, other unsecured creditors have filed claims totaling approximately \$260,000.00.

1.04 On June 27, 2019, a Summons To Debtor In Involuntary Case (the “Involuntary Summons”) was issued by this Court.

1.05 On June 28, 2019, the Petitioning Creditors served the Involuntary Summons upon a) the Debtor at its corporate headquarters at 2 Main Street, Plaistow, New Hampshire; b) Jason Lander, at the Debtor's office located at 1031 Gold Street, Manchester, New Hampshire; and, c) Vincent Barbagelieu, at the Debtor's office located at 327 Amherst Street, Nashua, New Hampshire.

1.06 On July 18, 2019, the Debtor also served the Involuntary Summons upon CT Corporation, the Debtor's Registered Agent.

1.07 Pursuant to the Involuntary Summons, the Debtor was required to file an answer or a motion to the Involuntary Summons on or before July 19, 2019.

1.08 The Debtor failed or otherwise refused to file an answer or motion to the Involuntary Summons.

1.09 On July 24, 2019, this Court held a Status Conference and issued an order extending the deadline for the Debtor to contest the involuntary petition to and including August 9, 2019 (the "Order"). This Court also ordered that the Petitioning Creditors serve the Order on the Debtor on or before July 25, 2019.

1.10 After the Petitioning Creditors made good service of the Order upon the Debtor, the Debtor once again failed or refused to file an answer or a motion to the Involuntary Petition.

1.11 On August 12, 2019, an Order For Relief was entered under Chapter 7 of the Code (the "Order for Relief").

1.12 On August 13, 2021, the Trustee was appointed to administer the Case.

1.13 Upon and after appointment, the Trustee and his counsel took the deposition of Gill, Jr., recovered voluminous documents from the Debtor's three (3) business locations, and obtained documents from the New Hampshire Banking Department.

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1.14 On January 26, 2021, the Trustee made demand upon Gill, Jr. and Nextgen alleging that Defendants were the alter ego of the Debtor and further alleging causes of action for corporate veil piercing and under sections 105, 544, 547, 548, and 550 of the Code (collectively, the “Trustee Claims”). The trustee asserted all possible claims against Gill, Jr. and Nextgen and abandons none.

1.15 The Defendants have denied each and every one of the Trustee Claims.

1.16 To avoid the expense, delay, uncertainty and risk inherent in litigation, the Parties have agreed, after arms-length negotiations, that it is appropriate, subject to the Bankruptcy Court’s approval, to resolve the Trustee Claims upon the following terms and conditions (the “Settlement Agreement”).

1.17 In order to draft, finalize and obtain Court approval of the Settlement Agreement, the Parties executed a Tolling Agreement, effective August 9, 2021, tolling all statute of limitations, among other things, on the Trustee Claims (the “Tolling Agreement”).

II. SETTLEMENT PAYMENT

2.01 Gill, Jr. and Nextgen, severally and jointly, shall pay to the Trustee the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) in full and final satisfaction of the Trustee Claims.

2.02 The \$150,000.00 shall be made payable as follows:

- (a) \$50,000.00 upon execution of this Settlement Agreement;
- (b) \$50,000.00 within sixty (60) days after the date on which the Court approves this Settlement Agreement; and,
- (c) \$50,000.00 within one hundred twenty (120) days after the date on which the Court approves this Settlement Agreement,

(collectively, the "Payments").

2.03 The Payments shall be made by bank check and made payable to: "Michael S. Askenaizer, as Trustee To The Mortgage Specialists, Inc."

2.04 The Payments shall be mailed to: Michael S. Askenaizer, Esq., Law Offices of Michael S. Askenaizer, 29 Factory Street, Nashua, New Hampshire 03060.

III. CONFESSION OF JUDGMENT

3.01 Gill, Jr. and Nextgen shall, jointly and severally, stipulate to judgment on the Trustee Claims in the amount of \$300,000.00 (the "Judgment Amount"), the substantial form of which is attached hereto as Exhibit A (the "Stipulation of Judgment").

3.02 The Trustee shall hold the Stipulation For Judgment in escrow and forbear from exercising any rights thereunder until and unless there is a default under the terms and conditions of this Settlement Stipulation.

3.03 Gill, Jr. and Nextgen shall execute an Extension of the Tolling Agreement, the substantial form of which is attached hereto as Exhibit B.

IV. DEFAULT

4.01 In the event that Gill, Jr. and/or Nextgen fails to timely make the Payments as detailed in Section II (the "Default"), and after written notice from the Trustee providing Gill Jr. and/or Nextgen with 10 days to cure the Default, the Trustee may commence suit against Gill, Jr. and/or Nextgen for the Trustee Claims and, contemporaneously therewith, file the Stipulation For Judgment with the Court, along with any and all other pleadings necessary or desired for judgment to enter against Gill, Jr. and/or Nextgen. Neither Gill, Jr. nor Nextgen will object to the Court's entry of the Stipulation For Judgment and this Settlement Stipulation will serve as Gill, Jr.'s and Nextgen's consent to entry of same.

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4.02 Upon Default and/or entry of the Stipulation For Judgment in the Court, the Trustee may exercise any and all of his rights to collect the Judgment Amount.

V. RELEASE

5.01 Contingent and effective only upon a) a final order approving this Settlement Agreement being entered by the Bankruptcy Court; and b) the timely payment of the Payments to the Trustee pursuant to Section III herein, and c) the ninety-first (91st) day after the last of the Payments are made, the Trustee and the Estate, for themselves and their respective, agents, successors and assigns, jointly and separately, shall and hereby do release and forever discharge Gill, Jr. and Nextgen (collectively, the “Defendant Relessees”) and each of their respective heirs, beneficiaries, directors, officers, managers, members, employees, agents, successors and assigns of and from any and all claims which the Trustee or the Estate may now or hereafter hold, have or claim to have against the Defendant Relessees, or any one of them, including but not limited to the Trustee Claims, having asserted all possible claims against Defendant Relessees and abandoned none, from the beginning of time until the date of this Settlement Agreement, provided, however, that nothing in this release shall in any way release, discharge or relieve any party from any of their respective obligations, claims, covenants or agreements made or preserved by the express terms of this Settlement Agreement.

5.02 Gill, Jr. and Nextgen (collectively, the “Defendant Relessors”), for themselves and their respective heirs, beneficiaries, directors, officers, managers, members, employees, agents, successors and assigns, jointly and separately, shall and hereby do release and forever discharge the Trustee, the Estate, and each of their respective heirs, beneficiaries, directors, officers, managers, members, employees, agents, attorneys, successors and assigns (collectively, the “Plaintiff Relessees”) of and from all claims which the Defendant Relessors may now or

hereafter hold, have or claim to have against the Plaintiff Relessees, or any one of them, including but not limited to the Trustee Claims, from the beginning of time until the date of this Settlement Agreement, provided, however, that nothing in this release shall in any way release, discharge or relieve any party from any of their respective obligations, claims, covenants or agreements made or preserved by the express terms of this Settlement Agreement.

VI. MISCELLANEOUS

6.01 In the event that any of the Payments are made prior to the approval of this Settlement Stipulation by the Bankruptcy Court, the Payment(s) shall be held in escrow by the Trustee. If the Bankruptcy Court does not approve this Stipulation for any reason, the Payment(s) shall be returned to Gill, Jr. or Nextgen within ten (10) business days of such denial of approval by the Bankruptcy Court.

6.02 Each of the Parties represents and warrants that it is the sole and lawful owner of all rights and interests to every matter and thing released by it herein, and that it has not assigned or transferred, or purported to assign or transfer to any person or entity any right, interest, claim, debt, liability, demand, obligation, cost, expense, damage, action or cause of action herein released or dismissed EXCEPT as provided for in Section III herein.

6.03 Each of the Parties represents and warrants that the person executing this Settlement Agreement on his/her/its behalf has the authority to act, and specifically, to execute this Settlement Agreement on his/her/its behalf.

6.04 The Parties agree that this Agreement shall be binding upon each of them and their predecessors, successors, owners, directors, partners, officers, employees, representatives, insurers, agents, divisions, subsidiaries, and assigns, and that all of whom shall cooperate to effectuate its terms.

6.05 Reliance on Own Counsel. The Parties represent and warrant that each has had the benefit of consultation with competent counsel of their choice in connection with the making of this Settlement Agreement and the releases contained herein. Each Party, and/or counsel for each Party, has/have cooperated in the drafting and preparation of this Agreement. Therefore, any ambiguity in this Settlement Agreement shall not be construed against any Party.

6.06 Severability. Should any provision of this Settlement Agreement be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be part of this Settlement Agreement.

6.07 Modification. Each Party agrees that any amendment, supplement, modification, waiver, or termination of this Settlement Agreement shall not be valid or binding, unless executed in writing by each Party to this Settlement Agreement.

6.08 Governing Law. This Settlement Agreement shall be governed by applicable federal bankruptcy law and New Hampshire law. The U.S. Bankruptcy Court for the District of New Hampshire or other court of competent jurisdiction may adjudicate any disputes which arise hereunder.

6.09 Assignment. This Settlement Agreement may not be assigned by any Party, without the prior written consent of each and every other Party, which consent may be withheld in such Party's sole discretion. Any attempt to assign this Settlement Agreement by a Party without the consent of the other Party will be null and void, and the non-assigning Party will have the right to cancel and terminate this Settlement Agreement.

6.10 Counterparts. This Settlement Agreement may be executed in counterparts, with

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the same effect as if all Parties have signed the same document, and each executed counterpart shall be deemed to be an original instrument. Delivery of an executed counterpart of this Settlement Agreement electronically (*e.g.*, pdf) or by facsimile shall be effective as delivery of an original executed counterpart of this Settlement Agreement. All such executed counterparts together shall constitute one and the same instrument.

6.11 Entire Agreement. This Settlement Agreement constitutes the entire agreement between the Parties relating to the matters set forth herein and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties relating to this Settlement Agreement. Each Party to this Settlement Agreement acknowledges that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf which are not embodied in this Settlement Agreement, and that they have not executed this Settlement Agreement in reliance on any such representation, inducement, promise, agreement, or warranty.

6.12 Joint Drafting of Agreement. The Parties have participated jointly in the negotiation and drafting of this Settlement Agreement. In the event an ambiguity or question of intent or interpretation arises, this Settlement Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Settlement Agreement.

6.13 Headings. The headings in this Settlement Agreement are included for convenience only, and shall not be deemed to constitute part of this Settlement Agreement or to affect its interpretation or construction.

6.14 In the event that there is any dispute, claim, lawsuit or proceeding arising out of the enforcement, interpretation, terms and/or conditions of this Settlement Agreement, the prevailing party of said dispute, claim, lawsuit or proceeding shall be entitled to its attorney's fees, costs and expenses from the non-prevailing party.

Michael Gill, Jr., Individually

STATE OF NEW HAMPSHIRE
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2021 by Michael Gill, Jr.

Notary Public/Justice of the Peace
My commission expires:

Michael Gill, Jr., as President of Nextgen Mortgage, Inc.

STATE OF NEW HAMPSHIRE
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 2021 by Michael Gill, Jr.

Notary Public/Justice of the Peace
My commission expires:

said dispute, claim, lawsuit or proceeding shall be entitled to its attorney's fees, costs and expenses from the non-prevailing party.

Michael Gill, Jr.
Michael Gill, Jr., Individually

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

This instrument was acknowledged before me on this 27 day of August, 2021 by Michael Gill, Jr.

D. Hogan
Notary Public/Justice of the Peace
My commission expires:



Michael Gill, Jr.
Michael Gill, Jr., as President of Nextgen Mortgage, Inc.

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

This instrument was acknowledged before me on this 27 day of August, 2021 by Michael Gill, Jr.

D. Hogan
Notary Public/Justice of the Peace
My commission expires:



/s/ James S. LaMontagne

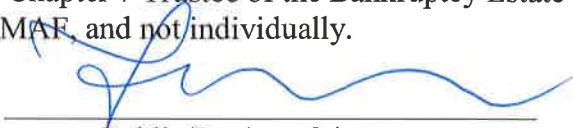
**Michael S. Askenaizer, as Chapter 7 of the Bankruptcy Estate of The Mortgage Specialists,
case number, 19-10889-MAF, and not individually**

By: James S. LaMontagne

His: Attorney

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me on this 30th day of August, 2021 by James S. LaMontagne on behalf of Michael S. Askenaizer, as Chapter 7 Trustee of the Bankruptcy Estate of The Mortgage Specialist, case number 19-10889-MAF, and not individually.



Notary Public/Justice of the Peace

My commission expires: 9-11-2026

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW HAMPSHIRE

In re:

THE MORTGAGE SPECIALISTS, INC.

Debtor.

MICHAEL S. ASKENAIZER, TRUSTEE

Plaintiff

v.

MICHAEL GILL, JR.

NEXTGEN MORTGAGE, INC.

Defendant

Chapter 7

Case No. 19-10889-MAF

Adv. Proc. No.

STIPULATION OF JUDGMENT

The Trustee, Michael S. Askenaizer (the “Trustee”), Michael Gill, Jr. (“Gill, Jr.”) and Nextgen Mortgage, Inc. (“Nextgen”) (collectively, Gill, Jr. and Nextgen are the “Defendants” and with the Trustee, the “Parties”), hereby stipulate to judgment in favor of the Trustee in the amount of \$300,000.00.

I. BACKGROUND

1.01 On June 27, 2019 (the “Petition Date”), Dick Anagnost, H. Andrew Crews, and William Greiner (collectively, the “Petitioning Creditors”) filed an involuntary petition under Chapter 7 of the Bankruptcy Code, 11 U.S.C. §§ 101 et. seq. (the “Code”) against The Mortgage Specialists, Inc. (the “Debtor”).

1.02 The Petitioning Creditors each have final judgments against the Debtor that total, in the aggregate, more than \$274 million dollars.

1.03 In addition to the Petitioning Creditors, other unsecured creditors have filed claims totaling approximately \$260,000.00.

1.04 On August 12, 2019, an Order For Relief was entered under Chapter 7 of the Code (the “Order for Relief”).

1.05 On August 13, 2019, the Trustee was appointed to administer the Case.

1.06 Upon and after appointment, the Trustee and his counsel took the deposition of Gill, Jr., recovered voluminous documents from the Debtor’s three (3) business locations, and obtained documents from the New Hampshire Banking Department.

1.07 On January 26, 2021, the Trustee made demand upon Gill, Jr. and Nextgen alleging that Defendants were the alter ego of the Debtor and further alleging causes of action for corporate veil piercing and under sections 105, 544, 547, 548, and 550 of the Code (collectively, the “Trustee Claims”).

1.08 On or about August 30, 2021, the Parties filed a Settlement Agreement to resolve the Trustee Claims.

1.09 Pursuant to the Settlement Agreement, Gill, Jr. and Nextgen jointly and severally, stipulated to judgment on the Trustee Claims in the amount of \$300,000.00 (the “Stipulation of Judgment”). A copy of the Settlement Agreement is attached hereto.

1.10 Gill, Jr. and/or Nextgen has defaulted under the Settlement Agreement and accordingly, the Trustee is exercising his right to file this Stipulation of Judgment.

II. JUDGMENT ON TRUSTEE CLAIMS

WHEREFORE, Judgment on the Trustee Claims enters in favor of the Trustee and against Gill, Jr. and Nextgen, jointly and severally, in the amount of \$300,000.00.

Hon. Michael A. Fagone
United States Bankruptcy Judge

EXHIBIT B

FIRST AMENDMENT TO TOLLING AGREEMENT

This First Amendment to Tolling Agreement is made and entered effective August __, 2021 (the “Effective Date”), by and between Michael S. Askenaizer, as Chapter 7 Trustee for the Mortgage Specialist (“Trustee”) and Michael Gill, Jr. (“Gill, Jr.”).

WHEREAS on June 27, 2019, an Involuntary Petition was filed against The Mortgage Specialists, Inc. under Chapter 7 of the Bankruptcy Code (the “Code”) in the United States Bankruptcy Court for the District of New Hampshire (the “Bankruptcy Court”)(case number 19-10889-MAF);

WHEREAS the Order For Relief was entered on August 12, 2019.

WHEREAS Trustee has determined that he has a potential claims against Gill, Jr for being the Alter Ego of the Debtor (“Alter Ego Claim”), claims against Gill, Jr. for piercing of corporate veil (“Veil Piercing Claim”) and claims pursuant to Sections 542, 543, 544, 545, 546, 547, 548, 549 and/or 550 of the Bankruptcy Code (“Code Claims”) (collectively, the Alter Ego Claim, the Veil Piercing Claim and the Code Claims are the “Trustee Claims”). The Trustee and Gill, Jr. (collectively, the “Parties”) have reached a settlement of the Trustee Claims (the “Settlement”) however the Parties will not have sufficient time to document the Settlement and obtain Bankruptcy Court approval of the Settlement before certain statute of limitations may expire;

WHEREAS the Parties hereto desire to avoid incurring unnecessary legal fees and expense associated with the litigation of the Trustee Claims given the Settlement and therefore wish to extend any and all limitation periods which may be applicable for the commencement of the Trustee Claims against Gill, Jr.;

WHEREAS the Parties have previously agreed to toll any applicable statute of limitations until November 9, 2021 (the “Deadline”) and executed a Tolling Agreement for that purpose;

WHEREAS the Settlement requires Gill, Jr. to make settlement payments within four months of Bankruptcy Court approval of the Settlement. In order for the Settlement to be fully funded, to protect the Parties rights with respect to the Trustee Claims and to avoid a complaint being filed alleging the Trustee claims, the Parties execute this First Amendment to Tolling Agreement amending the Tolling Agreement by extending the Deadline to and including April 15, 2022.

THEREFORE THE PARTIES HAVE AGREED to enter into this First Amendment to Tolling Agreement with respect to their respective rights at law or in equity, mutually agreeing as follows:

1. The period between August 9, 2021 and April 15, 2022 (the “Termination Date”), shall not be included in determining the applicability of any statute of limitations, laches, or any other defense based on the lapse of time in any action or proceeding brought by the Trustee asserting the Trustee Claims.

2. In the event the Tolling Agreement and/or this First Amendment to Tolling Agreement should ever be determined to not be effective to allow the bringing of any action on the Trustee Claims in the Bankruptcy Court (whether as a result of a determination that the limitation period under § 546 of the United States Bankruptcy Code is jurisdictional, or otherwise), Gill, Jr. and the Trustee consent and agree that an action on the Trustee Claims can be brought by the Trustee in any court of general jurisdiction in the State of New Hampshire; provided that such action is brought within

45 days after the order making such determination of ineffectiveness of the Tolling Agreement and/or this First Amendment to Tolling Agreement becomes final and nonappealable, in which event the Termination Date shall be deemed continued through the end of such 45-day period, and provided that all non-jurisdictional defenses, claims and counterclaims are reserved.

3. The execution of this First Amendment to Tolling Agreement shall in no way operate as an admission of liability or responsibility, or lack thereof, by any party to this First Amendment to Tolling Agreement with regard to any of the Trustee Claims that might be asserted. This First Amendment to Tolling Agreement may not be used or relied upon for any purpose other than the enforcement of its terms.

4. No party to this First Amendment to Tolling Agreement shall contest its enforceability.

5. This First Amendment to Tolling Agreement shall be binding upon each of the Parties hereto, and their respective successors, heirs and assigns.

6. This First Amendment to Tolling Agreement constitutes the entire agreement between the Parties, and the final, complete and exclusive embodiment of their agreement with respect to the subject matter set forth herein. This First Amendment to Tolling Agreement is executed without reliance upon any promises, warranties or representations by any party or representative of any party other than those expressly contained herein.

7. This First Amendment to Tolling Agreement may not be altered, amended, modified or otherwise changed except by a writing executed by each of the Parties.

8. This First Amendment to Tolling Agreement may be executed in any number of counterparts, each of which, so executed, shall be deemed to be an original and such counterpart shall together constitute one in the same agreement. Facsimile signatures or an emailed copy of this First Amendment to Tolling Agreement containing any or all of the Parties' signatures shall be deemed an original for all purposes.

9. No party to this First Amendment to Tolling Agreement shall destroy, or cause or permit to be destroyed, any documents or tangible things in the possession, custody or control of the party that refer to relate to the Trustee Claims.

10. Each undersigned party represents, warrants, and states that all legal action necessary for the effectuation and execution of this First Amendment to Tolling Agreement has been validly taken and that the individuals whose signatures appear below on behalf of the Parties are duly authorized to execute this First Amendment to Tolling Agreement on behalf of their respective parties.

11. Unless amended herein, the terms and conditions of the Tolling Agreement shall remain in full force and effect.

MICHAEL GILL, JR.

By _____
Name: _____
His Duly Authorized: _____

MICHAEL S. ASKENAIZER, AS CHAPTER 7
TRUSTEE

By: _____
Name: _____
His Duly Authorized : _____

FIRST AMENDMENT TO TOLLING AGREEMENT

This First Amendment to Tolling Agreement is made and entered effective August __, 2021 (the “Effective Date”), by and between Michael S. Askenaizer, as Chapter 7 Trustee for the Mortgage Specialist (“Trustee”) and Nextgen Mortgage, Inc. (“Nextgen”).

WHEREAS on June 27, 2019, an Involuntary Petition was filed against The Mortgage Specialists, Inc. under Chapter 7 of the Bankruptcy Code (the “Code”) in the United States Bankruptcy Court for the District of New Hampshire (the “Bankruptcy Court”)(case number 19-10889-MAF);

WHEREAS the Order For Relief was entered on August 12, 2019.

WHEREAS Trustee has determined that he has a potential claims against Nextgen for being the Alter Ego of the Debtor (“Alter Ego Claim”), claims against Nextgen for piercing of corporate veil (“Veil Piercing Claim”) and claims pursuant to Sections 542, 543, 544, 545, 546, 547, 548, 549 and/or 550 of the Bankruptcy Code (“Code Claims”) (collectively, the Alter Ego Claim, the Veil Piercing Claim and the Code Claims are the “Trustee Claims”). The Trustee and Nextgen (collectively, the “Parties”) have reached a settlement of the Trustee Claims (the “Settlement”) however the Parties will not have sufficient time to document the Settlement and obtain Bankruptcy Court approval of the Settlement before certain statute of limitations may expire;

WHEREAS the Parties hereto desire to avoid incurring unnecessary legal fees and expense associated with the litigation of the Trustee Claims given the Settlement and

therefore wish to extend any and all limitation periods which may be applicable for the commencement of the Trustee Claims against Nextgen;

WHEREAS the Parties have previously agreed to toll any applicable statute of limitations until November 9, 2021 (the “Deadline”) and executed a Tolling Agreement for that purpose (the “Tolling Agreement”);

WHEREAS the Settlement requires Nextgen to make settlement payments within four months of Bankruptcy Court approval of the Settlement. In order for the Settlement to be fully funded, to protect the Parties rights with respect to the Trustee Claims and to avoid a complaint being filed alleging the Trustee claims, the Parties execute this First Amendment to Tolling Agreement amending the Tolling Agreement by extending the Deadline to and including April 15, 2022.

THEREFORE THE PARTIES HAVE AGREED to enter into this First Amendment to Tolling Agreement with respect to their respective rights at law or in entity, mutually agreeing as follows:

1. The period between August 9, 2021 and April 15, 2022 (the “Termination Date”), shall not be included in determining the applicability of any statute of limitations, laches, or any other defense based on the lapse of time in any action or proceeding brought by the Trustee asserting the Trustee Claims.

2. In the event the Tolling Agreement and/or this First Amendment to Tolling Agreement should ever be determined to not be effective to allow the bringing of any action on the Trustee Claims in the Bankruptcy Court (whether as a result of a determination that the limitation period under § 546 of the United States Bankruptcy Code is jurisdictional, or otherwise), Nextgen and the Trustee consent and agree that an

action on the Trustee Claims can be brought by the Trustee in any court of general jurisdiction in the State of New Hampshire; provided that such action is brought within 45 days after the order making such determination of ineffectiveness of the Tolling Agreement and/or this First Amendment to Tolling Agreement becomes final and nonappealable, in which event the Termination Date shall be deemed continued through the end of such 45-day period, and provided that all non-jurisdictional defenses, claims and counterclaims are reserved.

3. The execution of this First Amendment to Tolling Agreement shall in no way operate as an admission of liability or responsibility, or lack thereof, by any party to this First Amendment to Tolling Agreement with regard to any of the Trustee Claims that might be asserted. This First Amendment to Tolling Agreement may not be used or relied upon for any purpose other than the enforcement of its terms.

4. No party to this First Amendment to Tolling Agreement shall contest its enforceability.

5. This First Amendment to Tolling Agreement shall be binding upon each of the Parties hereto, and their respective successors, heirs and assigns.

6. This First Amendment to Tolling Agreement constitutes the entire agreement between the Parties, and the final, complete and exclusive embodiment of their agreement with respect to the subject matter set forth herein. This First Amendment to Tolling Agreement is executed without reliance upon any promises, warranties or representations by any party or representative of any party other than those expressly contained herein.

7. This First Amendment to Tolling Agreement may not be altered, amended, modified or otherwise changed except by a writing executed by each of the Parties.

8. This First Amendment to Tolling Agreement may be executed in any number of counterparts, each of which, so executed, shall be deemed to be an original and such counterpart shall together constitute one in the same agreement. Facsimile signatures or an emailed copy of this First Amendment to Tolling Agreement containing any or all of the Parties' signatures shall be deemed an original for all purposes.

9. No party to this First Amendment to Tolling Agreement shall destroy, or cause or permit to be destroyed, any documents or tangible things in the possession, custody or control of the party that refer to relate to the Trustee Claims.

10. Each undersigned party represents, warrants, and states that all legal action necessary for the effectuation and execution of this First Amendment to Tolling Agreement has been validly taken and that the individuals whose signatures appear below on behalf of the Parties are duly authorized to execute this First Amendment to Tolling Agreement on behalf of their respective parties.

11. Unless amended herein, the terms and conditions of the Tolling Agreement shall remain in full force and effect.

NEXTGEN MORTGAGE, INC.

By _____
Name: _____
His Duly Authorized: _____

MICHAEL S. ASKENAIZER, AS CHAPTER 7
TRUSTEE

By: _____

Name: _____

His Duly Authorized : _____